



## Good Shepherd Food-Bank

PO Box 1807, 3121 Hotel Rd  
Auburn, ME 04210-1807  
207.782.3554

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### Bangor Summer Food Service Program - Request for Quotes

SFSP Sponsor: Good Shepherd Food-Bank  
RFQ Number: RFQ: 01-25-12  
RFQ Due Date/Time: February 24<sup>th</sup>, 2012 2:00PM

Submittal Location: Good Shepherd Food-Bank  
PO Box 1807  
Auburn, ME 04211-1807  
email: [scoffin@gsfb.org](mailto:scoffin@gsfb.org)  
fax: 207.782.9893

For Questions: Contact Shannon Coffin, Program Manager at 207.782.3554 ext 1163 or  
[scoffin@gsfb.org](mailto:scoffin@gsfb.org).

#### RFQ Review Process

Competitive bids for the Summer Food Service Program in Bangor, Maine will be received by Good Shepherd Food-Bank (GSFB) at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and reviewed by Food Bank management. **Late offers will not be considered.**

Quotes will be reviewed and scored based on the following criteria:

- Lowest Bid – 60 points
- Reliability of Transportation System – 10 points
- Non-Profit vs. For Profit – 10 points awarded for organizations with Non-Profit status
- Experience with Child Nutrition Programs – 10 points
- Ability to accommodate menu changes and meal counts – 10 points
- Copies of certification from state and/or local health authorities must be included with responses.*

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the solicitation contact person.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICATION.**

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(Officer Name, Title)

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(Date)

**OFFER**  
**RFQ No. 01-25-12**

The Undersigned hereby offers and agrees to furnish the materials and services in compliance with all the terms, conditions, and specifications in this solicitation.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Person Authorized to Sign Offer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Person/Date of Offer

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**ACCEPTANCE OF OFFER AND CONTRACT AWARD**

Your Offer, dated 4/25/2012, is hereby accepted. You are now bound to perform based upon the solicitation and your Offer, as accepted by Good Shepherd Food Bank. The initial term of this agreement commences on June 25<sup>th</sup>, 2012 and continues until August 24<sup>th</sup>, 2012 unless terminated by either party as hereinafter provided. The agreement is subject to four (4) additional one-year renewals upon the consent of both parties.

Cheryl Ann Gilbert  
VP of Agency Services & Organizational Development  
Good Shepherd Food-Bank

4/25/2012  
Date

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## Section 1: SCOPE OF WORK

1.1 The Good Shepherd Food Bank (GSFB) seeks to contract with a Food Service Management Company (FSMC) to operate a Summer Food Service Program (SFSP) in the greater Bangor region. This Request for Quote (RFQ) is intended to provide a basis for selection for a FSMC. The selected FSMC will be responsible for the assembly and preparation of unitized meals and accompanying utensils and packaging (*see Attachment C – 7 Day Cycle Menu for specifics*), management of the food services staff, quality, control, and delivery of meals to program locations (*see Attachment A – Site Information Listing*). In submitting a proposal, the FSMC agrees that it will perform the work described in their RFQ Proposal and Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency. By reading and accepting this pre-qualification outline, the interested FSMC acknowledges that GSFB has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so.

- A. The FSMC agrees to deliver unitized meals inclusive of milk to locations set out in Attachment A – Site Information Listing, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- B. The FSMC agrees that all meals furnished for the agency under this contract must meet or exceed United States Department of Agriculture requirements set out in Attachment D – Meal Requirements, attached hereto and made a part hereof. All yields of cooked and uncooked products will conform to yields identified in the United State Department of Agriculture Food Buying Guide.
- C. The FSMC agrees to furnish meals for GSFB in accordance with the menu cycle, which appears in Attachment C – 7 Day Cycle Menu, attached hereto and made a part of hereof.
- D. The FSMC will furnish meals for SFSP as ordered by GSFB five days a week, Monday through Friday.
- E. The FSMC will deliver meals as ordered by GSFB to locations, which appear in Attachment A – Site Information Listing, attached hereto and made a part of hereof.

### 1.2 UNIT PRICE SCHEDULE

FSMC to complete quote for unit price per lunch below.

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price
Lunch	250 - 350	46	\$3.30 - \$3.48

## **Section 2: CONTRACT**

### **2.1) Relationship Of The Parties**

The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship. This contract is a private contract between the FSMC and Good Shepherd Food-Bank. Neither the U.S. Department of Agriculture nor the State agency has any jurisdiction over said contract.

### **2.2) Compliance With Law**

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations and shall procure and maintain all necessary licenses and permits. The FSMC shall conduct program operations in accordance with **7 CFR Par 225** (*Summer Food Service Program*).

### **2.3) Requirements Contract:**

- A. The FSMC understands that GSFB will NOT be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the FSMC for services specified in the Attachments will be dependent upon the needs and requirements of GSFB.
- B. The FSMC understands in the event of the need for changes in the provisions of this contract, due to regulatory or guidance changes prescribed by the United States Department of Agriculture (USDA) or Maine Department of Education (MDOE), during the duration of this contract; such events will be considered a basis for renegotiation, with prior approval and agreement from MDE, of the terms and conditions of the contract between FSMC and GSFB.

### **2.4) Unit Prices**

Unit prices have been included in Section 1.2.

### **2.5) Meal Orders**

The FSMC understands that GSFB will order meals on a daily basis. GSFB reserves the right to increase or decrease the number of meals ordered on a 24-hour notice or less if mutually agreed upon between the parties in this contract.

The FSMC understands that meal orders and menu changes may be made only upon authorization from GSFB. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists, which might prevent contractor from providing a specified meal component; FSMC will notify GSFB immediately so substitutions can be agreed upon.

### **2.6) Noncompliance**

FSMC understands that GSFB reserves the rights to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. FSMC understands they will not be paid for unauthorized menu changes, incomplete meals, meals not

delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. FSMC understands that they will be responsible for any excess cost, but will receive no adjustment in the event meals are procured at a lesser cost.

#### **2.7) Food Preparation**

FSMC understands that meals will be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

#### **2.8) Food Specifications**

- A. FSMC has reviewed and understands Attachment C – 7 Day Cycle Menu which includes, as a minimum, the portions specified by the U.S. Department of Agriculture for each meal. All meat and meat products will have been slaughtered, processed, and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

#### **2.9) Product Specifications**

FSMC understands milk and milk products are defined as “...fluid types of pasteurized flavored or unflavored low-fat or skim milk, which meet state and local standards for such milk...” milk delivered hereunder will conform to these specifications.

### **Section 3: GENERAL CONDITIONS**

#### **3.1) Delivery Requirements**

- A. FSMC understands the meals will be delivered to each center listed on the Attachment A – Site Information Listing in accordance with the order from the agency.
- B. FSMC will be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating will be provided during transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.
- C. FSMC understands that GSFB reserves the right to add or delete feeding sites. This will be done by an amendment of Attachment A – Site Information Listing. GSFB will notify the FSMC of such amendments to Attachment A – Site Information Listing not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting centers will be negotiated and noted in the modification. FSMC’s invoice will show the cost as a separate item for those sites.
- D. The FSMC shall provide transportation vehicles and equipment to be used in the summer food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the FSMC.

#### **3.2) Supervision, Management, and Personnel**

- A. FSMC understands that they will provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products.
- B. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to wages, pension, benefits, federal, state and

local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of this agreement.

- C. FSMC shall comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). [Part 3016.36(i)]

### 3.3) Record Keeping

- A. FSMC understands delivery receipts or pick up tickets must be prepared in a minimum of three copies. Delivery tickets will be itemized to show the number of meals delivered to each center. Designees of GSFB at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices will be accepted by GSFB only if they accurately represent the delivery tickets, signed by the agency's designee at the site. *(See Attachment B – Lunch Delivery/Travel Sheet)*
- B. FSMC understands that they will maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
- C. FSMC understands books and records, pertaining to this contract, will be available for a period of three years from the date the agency submits to MDOE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for investigation and audit by representatives of MDOE, representatives of the US Department of Agriculture, the agency and the Comptroller General of the United States at any reasonable time and place.
- D. FSMC shall maintain such records as GSFB will need to support its Claim for Reimbursement; make all records available to GSFB upon request; and retain all records for a period of three years after GSFB submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of GSFB, the State Agency, United States Department of Agriculture, and Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.

### 3.4) Method of Payment

FSMC will submit its itemized invoice to GSFB weekly. Each invoice will provide a detailed breakdown of the number of meals delivered and signed for at each center during the preceding week.

Payment will be made at the unit price specified in the contract. No payment will be made unless the required delivery receipts have been signed by the center representative of GSFB.

### 3.5) Inspection of Facility

The FSMC shall have State and/or local health certification for any facility which it proposes to prepare meals and shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable State and local health regulations in preparing and serving meals. [7 CFR § 210.16(c) (2)]

- A. FSMC understands that GSFB, MDOE, and U.S. Department of Agriculture reserve the right to inspect their preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. FSMC understands their facilities will be subject to periodic inspections by the U.S. Department of Agriculture, state and local health departments or any other agency designated to inspect

meal quality for the state. This will be accomplished in accordance with U.S. Department of Agriculture regulations.

- C. FSMC understands it will obtain for meals, which it prepares periodic inspections by the local health department or an independent agency to determine bacteria levels in the meals and conformance with standards set by local health authorities.

### **3.6) Availability of Funds**

FSMC understands the agency will have the option of canceling this contract if the federal government withdraws funds to support the SFSP. It is further understood that, in the event of cancellation of the contract, GSFB will be responsible for meals that have already been assembled, and or delivered in accordance with this contract.

### **3.7) Number of Meals and Delivery Times**

FSMC understands that they must provide exactly the number of meals ordered. Counts of meals will be made at all feeding sites before meals are accepted and logged on the delivery sheets (*see Attachment B – Lunch Delivery/Travel Sheet*). Damaged or incomplete meals will not be included when the number of delivered meals is determined.

### **3.8) Emergencies for Meals to be Delivered**

FSMC understand that in the event of unforeseen emergency circumstances, we will immediately notify GSFB by telephone or e-mail of the following: A) the impossibility of on-time delivery; B) the circumstance(s) precluding delivery; and (C) a statement of whether or not succeeding deliveries will be affected. FSMC understands no payments will be made for deliveries made later than 1 hour after specified mealtime. Emergency circumstances at the feeding site precluding utilization of meals are the concern of GSFB. GSFB may cancel orders provided it gives the contractor at least 24 hours notice. Adjustments for emergency situations affecting the FSMC's ability to deliver meals, or GSFB's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between FSMC and GSFB.

## **Section 4: GOOD SHEPHERD FOOD BANK'S RESPONSIBILITIES**

- A. Monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations **[7 CFR § 210.16 (a) (3)]**;
- B. Retain control of the quality, extent, and general nature of its food service. **[7 CFR § 210.16 (a) (4)]**;
- C. Retain signature authority on the State Agency – Sponsor agreement, policy statements, and Claims for Reimbursement **[7 CFR § 210.16 (a) (35)]**;
- D. Retain control of the nonprofit summer food service account and overall financial responsibility for the nonprofit food service operation.
- E. Ensure resolution of program review and audit findings **[7 CFR § 210.9 (b) (17)]** ;



## Section 5: TERMINATION

- A. FSMC understands that GSFB reserves the right to terminate this contract if FSMC fails to comply with any of the requirements of this contract. GSFB will notify the FSMC of specific instances of noncompliance in writing. In instances where FSMC has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, GSFB will have the right upon written notice of immediate termination of the contract and the contractor will be liable for any damages incurred by GSFB. GSFB will negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- B. FSMC understands that GSFB will by written notice to FSMC, terminate the right of FSMC to proceed under this contract if it is found, by GSFB that gratuities in the form of entertainment, gifts or otherwise were offered or given by FSMC to any officer or employee of GSFB with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which GSFB makes such findings will be in issue and may be reviewed in any competent court.
- C. FSMC understands in the event this contract is terminated as provided in paragraph (B) hereof, GSFB will be entitled 1) to pursue the same remedies against FSMC as it could pursue in the event of a breach of the contract by FSMC, and 2) as a penalty in addition to any other damages in an amount which will not be less than three nor more than ten times the cost incurred by FSMC in providing any such gratuities to any such officer or employee.
- D. FSMC understands the rights and remedies of GSFB's provided in this clause will not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Either party (GSFB or FSMC) retains the right to cancel this agreement with just cause with 60-day notification.

## Section 6: COMPLIANCE AND CERTIFICATIONS

### 6.1) Subcontracts and Assignments:

FSMC does not subcontract for any meal components, with or without milk, or for the assembly of the meal; and will not assign, without the advance written consent of GSFB, his/her contract or any interest therein.

### 6.2) Environmental Protection Agency Compliance

In performance of this agreement, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities".

### 6.3) Energy Policy and Conservation Act Compliance

GSFB and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. **[Part 3016.36(i)].**

### 6.4) Contract Work Hours and Safety Standards Act Compliance

In performance of this agreement, and as an employer for all management food service employees, the

FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. **[Part 3016.36(i)].**

**6.5) Debarment Certification**

The FSMC shall complete and submit to GSFB the United States Department of Agriculture Certification Regarding Debarment. The certification must accompany the four (4) additional one-year renewals. **[7 CFR § 3017.300].**

**6.6) Lobbying**

Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to GSFB. These certifications must accompany the four (4) additional one-year renewals. **[7 CFR § 3018].**

## Attachment A – Site Information Listing

Site Name	Site Address	Days of week operating	Type of Meal	Estimated Number of Meals Needed	Delivery Time	Meal Service Time	Projected Beginning & Ending Dates
Fairmount School	58 13 <sup>th</sup> St Bangor, ME	M - F	Lunch	90	11:15am	11:30am – 1:00pm	June 25 <sup>th</sup> – August 17 <sup>th</sup> , 2012
Capehart	161 Davis Rd Bangor, ME	M - F	Lunch	150	11:00am	11:15am – 1:15pm	June 25 <sup>th</sup> – August 29 <sup>th</sup> , 2012
Griffin Park	194 Griffin Rd Bangor, ME	M - F	Lunch	30	11:30am	11:45am – 12:45pm	June 25 <sup>th</sup> – August 29 <sup>th</sup> , 2012

## Attachment B – Lunch Delivery/Travel Sheet

Lunch	Eat Date	Units/Pans/Lbs	Portion Size	Departure Temp	Delivery Temp	Comments

Site Manager's Signature: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Driver: \_\_\_\_\_

Arrival Time: \_\_\_\_\_

## Attachment C – 7 Day Cycle Menu

Day	Menu Description	Pricing
Monday	Turkey Sandwich w/Cheese (2 oz Turkey/0.50 oz cheese) Carrot Sticks(1/4 cup) & Low Fat Ranch Dip Fresh Fruit (1/2 cup) Low Fat Chocolate Milk(8 oz)	\$3.48
Tuesday	Cold Cheese Pizza (2 oz of cheese) Broccoli Salad(1/4 cup) Fresh Fruit (1/2 cup) Low Fat Chocolate Milk(8 oz)	\$3.30
Wednesday	Yogurt (4 oz) Granola(1/2 cup) Fresh Fruit Celery Sticks(1/4 cup) & Low Fat Ranch Dip Low Fat Chocolate Milk(8 oz) Peanut Butter(2 TBSP)	\$3.48
Thursday	Peanut Butter(1 tbsp) & Jelly Sandwich Cheese Stick (1 oz) Celery(1/4 cup) & Low Fat Ranch Dip Fresh Fruit (1/2 cup) Low Fat Chocolate Milk(8 oz)	\$3.30
Friday	Sliced Chicken(2 oz) & Cheese(0.50 oz) Wrap Tossed Salad(1/2 cup) w/Fat Free Italian Dressing Fresh Fruit (1/4 cup) Low Fat Chocolate Milk(8 oz)	\$3.48

*Each unitized meal arrives either on a tray or bagged and includes necessary utensils and a napkin. Individual condiment packets to be included in Monday's & Thursday's deliveries.*

**Please Note:** Serving sizes for grains, fruits, and vegetables are based on measurement. Serving sizes for meats and cheeses are based on weight.

## Attachment D – Meal Requirements

Food Components	Breakfast	Lunch or Supper	Snack <sup>1</sup> (Choose two of the four)
<b>Milk</b>			
Milk, Fluid	1 cup (8 fl. oz.) <sup>2</sup>	1 cup (8 fl. oz.) <sup>3</sup>	1 cup (8 fl. oz.) <sup>2</sup>
<b>Vegetables and/or Fruits</b>			
Vegetables and/or Fruit(s) or Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and Juice	½ cup ½ cup (4 fl. oz.)	¾ cup total <sup>4</sup>	¾ cup ¾ cup (6 fl. oz.)
<b>Grains and Breads<sup>5</sup></b>			
Bread or	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. or	1 serving	1 serving	1 serving
Cold dry cereal or	¾ cup or 1 oz. <sup>6</sup>	¾ cup or 1 oz. <sup>6</sup>	¾ cup or 1 oz. <sup>6</sup>
Cooked pasta or noodle product or	½ cup	½ cup	½ cup
Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	½ cup	½ cup	½ cup
<b>Meat and Meat Alternate</b>	(Optional)		
Lean meat, poultry, or fish or	1 oz.	2 oz.	1 oz.
Cheese or	1 oz.	2 oz.	1 oz.
Eggs or	1 large egg	1 large egg	1 large egg
Cooked dry beans, or peas or soy butter, or other nut or seed butters or	½ cup	½ cup	¼ cup
Peanut butter or soy butter, or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Peanuts or soynuts or tree nuts or seeds or	1 oz.	1 oz. = 50% <sup>7</sup>	1 oz.
Yogurt, plain or sweetened and flavored or	4 oz. or ½ cup	8 oz. or 1 cup	4 oz. or ½ cup
An equivalent quantity of any combination of the above meat/meat alternates			

For the purpose of this table, a cup means a standard measuring cup. Indicated endnotes follow.

#### ENDNOTES

1. Serve two food items. Each food item must be from a different food component. Juice may NOT be served when milk is served as the only other component.
2. Shall be served as a beverage, or on cereal, or use part of it for each purpose.
3. Shall be served as a beverage.
4. Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of the requirement.
5. All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal of flour, or if it is cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.
6. Either volume (cup) or weight (oz.) whichever is less.
7. No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish.

## Attachment E – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

### U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS OF REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

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PR/Award Number or Project Name

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Name and Title(s) of Authorized Representative(s)

---

Signature(s)

---

Date

Form AD-1048 (1/92)

FSMC Guidance for LEAs – June 1995  
Appendix –E – Debarment/Suspension



**Attachment F: ENERGY POLICY & CONSERVATION ACT  
CONTRACT ADDENDUM**

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Food Service Management Company (FSMC) and Good Shepherd Food Bank agree to comply with the Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract.

For: \_\_\_\_\_  
FSMC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For: \_\_\_\_\_  
Good Shepherd Food Bank

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date